

## **EXHIBIT 9**

### **CDBG APPLICATION FOR HOUSING ASSISTANCE** **(CONFIDENTIAL INFORMATION)**

City of: \_\_\_\_\_ Application #: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

*Street*

*City*

*Zip Code*

Address of Property (if different): \_\_\_\_\_

#### **HOUSEHOLD COMPOSITION:**

(List the head of your household and all members who live in your home. Give the relationship of each family member to the head, Use the following symbols for race: White – W, African American – A, Native American-N, Asian/Pacific Islander-P, Hispanic-H, Other-O)

<b>FULL NAME</b>	<b>RELATIONSHIP</b>	<b>RACE</b>	<b>AGE</b>

Does anyone live with you who is not listed above?      Yes \_\_\_\_      No \_\_\_\_

Does anyone plan to live with you who is not listed above?      Yes \_\_\_\_      No \_\_\_\_

**SOURCES OF INCOME:**

<b>Employment</b>	<b>Monthly Income</b>	<b>Source</b>	<b>Address</b>
Household Head	\$		
	\$		
Spouse:	\$		
Other:	\$		
Other:	\$		

<b>ASSETS:</b>	<b>Amount</b>	<b>Bank/Broker</b>	<b>Yearly Interest/ Dividends</b>
Cash on Hand or in Checking Account:	\$		\$
Savings Accounts:	\$		\$
Bonds, CDs, Stocks, Mutual Funds, etc.:	\$		\$
Equity in Real Estate:	\$		\$
Other Assets:	\$		\$
<b>TOTALS:</b>	\$		\$

**MONTHLY HOUSING EXPENSES:**

Mortgage Payments:	\$
Rent:	\$
Hazard Insurance:	\$
Property Taxes/Assessments:	\$
Utilities:	\$
Other (specify):	\$
Other (specify):	\$
<b>TOTAL MONTHLY EXPENSES:</b>	\$

Value of your property (estimate): \_\_\_\_\_

Age of your house: \_\_\_\_\_

What work does your house need (check all that apply)? (Actual work based on CDBG HQS)

- |  |   |
|--|---|
| <input type="checkbox"/> Roof          | <input type="checkbox"/> Chimney/Flue       |
| <input type="checkbox"/> Heating/A/C   | <input type="checkbox"/> Floors             |
| <input type="checkbox"/> Electrical    | <input type="checkbox"/> Floor Covering     |
| <input type="checkbox"/> Doors         | <input type="checkbox"/> Handicapped Access |
| <input type="checkbox"/> Plumbing      | <input type="checkbox"/> Bathtub/Shower     |
| <input type="checkbox"/> Ceilings      | <input type="checkbox"/> Toilet             |
| <input type="checkbox"/> Foundation    | <input type="checkbox"/> Cabinets           |
| <input type="checkbox"/> Porch         | <input type="checkbox"/> Stove/Refrigerator |
| <input type="checkbox"/> Siding        | <input type="checkbox"/> Bathroom Sink      |
| <input type="checkbox"/> Peeling Paint | <input type="checkbox"/> Kitchen Sink       |
| <input type="checkbox"/> Windows       | <input type="checkbox"/> Drainage/Gutters   |
| <input type="checkbox"/> Insulation    | <input type="checkbox"/> Water Heater       |
| <input type="checkbox"/> Storm Windows | <input type="checkbox"/> Other (Specify):   |
| <input type="checkbox"/> _____         |   |

**PENALTY FOR FALSE OR FRAUDULENT STATEMENT:**

U.S.C. Title 18, Section 1001, provides, “Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies.... or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$100,000 or imprisoned not more than five (5) years, or both”.

**CERTIFICATION BY APPLICANT (S):**

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a loan/grant, under the Community Development Block Grant program for the City of \_\_\_\_\_, and is true and complete to the best of the Applicant’s knowledge and belief, and that she/he has read the above statement and understands the penalty for false or fraudulent statements. The applicant further certifies that she/he is the owner/renter of the property described in this

application, and that the loan/grant proceeds will be used only for work and materials necessary to meet the rehabilitation or code standards, as applicable, which are prescribed for the property described above in this application. If the City of \_\_\_\_\_ determines that the loan proceeds will not or cannot be used for the purposes described herewith, the Applicant agrees that the proceeds shall be returned herewith, in full, to the Missouri Community Development Block Grant Program, and acknowledges that, with respect to the proceeds so returned, she/he shall have no interest, right, or claim.

The applicant covenants and agrees with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 252). The applicant agrees not to discriminate upon the basis of race, color, creed, national origin, religion, religious affiliation, disability or on the basis of familial status or the presence of children in the sale, lease, rental, use, or occupancy of real property assisted with the loan/grant proceeds provided under this program. The United States shall be deemed to be the beneficiary of these provisions both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit these provisions have been provided and shall have the right, in the event of any breach of these provisions, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

Verification of any of the information contained in this application may be obtained from any source named herein.

Date	Signature of Owner
Date	Signature of Owner (where more than one)
Date	Signature of Renter
Date	Signature of Lienholder (if required)

## **Exhibit 9A**

### **Title 24 – HUD Federal Regulations**

[Code of Federal Regulations]

[Title 24, Volume 1]

[Revised as of April 1, 2005]

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#### **TITLE 24--HOUSING AND URBAN DEVELOPMENT**

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Sec. 5.100 Definitions.

##### **Subpart A\_Generally Applicable Definitions and Federal Requirements; Waivers**

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5.100 Definitions.

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Authority: 42 U.S.C. 3535(d), unless otherwise noted.

Source: 61 FR 5202, Feb. 9, 1996, unless otherwise noted.

Editorial Note: Nomenclature changes to part 5 appear at 65 FR 16715, Mar. 29, 2000.

The following definitions apply to this part and also in other regulations, as noted:

- 1937 Act means the United States Housing Act of 1937 (42 U.S.C. 1437)
- ADA means the Americans with Disabilities Act of 1990 (42 U.S.C.12101)
- ALJ means an administrative law judge appointed to HUD pursuant to 5 U.S.C. 3105 or detailed to HUD pursuant to 5 U.S.C. 3344.
- Covered person, for purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

- Department means the Department of Housing and Urban Development.
- Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.
- Elderly Person means an individual who is at least 62 years of age.
- Fair Housing Act means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601)
- Fair Market Rent (FMR) means the rent that would be required to be paid in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. This Fair Market Rent includes utilities (except telephone). Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms) and will be published in the Federal Register in accordance with part 888 of this title.
- Federally assisted housing (for purposes of subparts I and J of this part) means housing assisted under any of the following programs:
  - 1) Public housing;
  - 2) Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f);
  - 3) Housing that is assisted under section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act (12 U.S.C. 1701q);
  - 4) Housing that is assisted under section 202 of the Housing Act of 1959, as such section existed before the enactment of the National Affordable Housing Act;
  - 5) Housing that is assisted under section 811 of the National Affordable Housing Act (42 U.S.C. 8013);
  - 6) Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act (12 U.S.C. 1715l(d)(3)) that bears interest at a rate determined under the proviso of section 221(d)(5) of such Act (12 U.S.C. 1715l(d)(5));
  - 7) Housing insured, assisted, or held by HUD or by a State or local agency [[Page 41]] under section 236 of the National Housing Act (12 U.S.C. 1715z-1); or
  - 8) Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949 (42 U.S.C. 1483, 1484).
- General Counsel means the General Counsel of HUD.

- Grantee means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- Guest, only for purposes of 24 CFR part 5, subparts A and I, and parts 882, 960, 966, and 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined. Household, for purposes of 24 CFR part 5, subpart I, and parts, 960, 966, 882, and 982, means the family and PHA-approved live-in aide.
- HUD means the same as Department.
- MSA means a metropolitan statistical area.
- NAHA means the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq.).
- NEPA means the National Environmental Policy Act of 1969 (42 U.S.C. 4321).
- NOFA means Notice of Funding Availability.
- OMB means the Office of Management and Budget.
- Organizational Unit means the jurisdictional area of each Assistant Secretary, and each office head or field administrator reporting directly to the Secretary.
- Other person under the tenant's control, for the purposes of the definition of covered person and for parts 5, 882, 966, and 982 means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.
- Premises, for purposes of 24 CFR part 5, subpart I, and parts 960 and 966, means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
- Public housing means housing assisted under the 1937 Act, other than under Section 8. ``Public housing" includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating assistance.
- Public Housing Agency (PHA) means any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.
- Responsible entity means:

- 1) For the public housing program, the Section 8 tenant-based assistance program (part 982 of this title), and the Section 8 project-based certificate or voucher programs (part 983 of this title), and the Section 8 moderate rehabilitation program (part 882 of this title), responsible entity means the PHA administering the program under an ACC with HUD;
  - 2) For all other Section 8 programs, responsible entity means the Section 8 project owner.
- Section 8 means section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
  - Secretary means the Secretary of Housing and Urban Development.
  - URA means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4201-4655).
  - Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

[61 FR 5202, Feb. 9, 1996, as amended at 63 FR 23853, Apr. 30, 1998; 65

FR 16715, Mar. 29, 2000; 66 FR 28791, May 24, 2001]

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## **TITLE 24--HOUSING AND URBAN DEVELOPMENT**

### **PART 5\_GENERAL HUD PROGRAM REQUIREMENTS; WAIVERS--Table of Contents**

Subpart F\_Section 8 and Public Housing, and Other HUD Assisted Housing Serving Persons with Disabilities: Family Income and Family Payment; Occupancy Requirements for Section 8 Project-Based Assistance

Sec. 5.603 Definitions.

As used in this subpart:

1) Terms found elsewhere in part 5--

- a) Subpart A. The terms 1937 Act, elderly person, public housing, public housing agency (PHA), responsible entity and Section 8 are defined in Sec. 5.100.
- b) Subpart D. The terms ``disabled family'', ``elderly family'', ``family'', ``live-in aide'', and ``person with disabilities'' are defined in Sec. 5.403.

2) The following terms shall have the meanings set forth below:

- Adjusted income. See Sec. 5.611 (attached)
- Annual income. See Sec. 5.609 (attached)
- Childcare expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
- Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.
- Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
- Economic self-sufficiency program. Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency,

workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

- Extremely low income family. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. Full-time student. A person who is attending school or vocational training on a full-time basis.
  - Imputed welfare income. See Sec. 5.615.
  - Low income family. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.
  - Medical expenses. Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
  - Monthly adjusted income. One twelfth of adjusted income.
  - Monthly income. One twelfth of annual income.
  - Net family assets.
- 1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
  - 2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.
  - 3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

- 4) For purposes of determining annual income under Sec. 5.609, the term ``net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.
  - Owner has the meaning provided in the relevant program regulations. As used in this subpart, where appropriate, the term ``owner" shall also include a ``borrower" as defined in part 891 of this title.
  - Responsible entity. For Sec. 5.611, in addition to the definition of ``responsible entity" in Sec. 5.100, and for Sec. 5.617, in addition to only that part of the definition of ``responsible entity" in Sec. 5.100 which addresses the Section 8 program covered by Sec. 5.617 (public housing is not covered by Sec. 5.617), ``responsible entity" means:
    - 1) For the HOME Investment Partnerships Program, the participating jurisdiction, as defined in 24 CFR 92.2;
    - 2) For the Rent Supplement Payments Program, the owner of the multifamily project;
    - 3) For the Rental Assistance Payments Program, the owner of the Section 236 project;
    - 4) For the Housing Opportunities for Persons with AIDS (HOPWA) program, the applicable ``State" or ``unit of general local government" or ``nonprofit organization" as these terms are defined in 24 CFR 574.3, that administers the HOPWA Program;
    - 5) For the Shelter Plus Care Program, the ``Recipient" as defined in 24 CFR 582.5;
    - 6) For the Supportive Housing Program, the ``recipient" as defined in 24 CFR 583.5;
    - 7) For the Section 202 Supportive Housing Program for the Elderly, the ``Owner" as defined in 24 CFR 891.205;
    - 8) For the Section 202 Direct Loans for Housing for the Elderly and Persons with Disabilities), the ``Borrower" as defined in 24 CFR 891.505; and
    - 9) For the Section 811 Supportive Housing Program for Persons with Disabilities, the ``owner" as defined in 24 CFR 891.305.
  - Tenant rent. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). (This term is not used in the Section 8 voucher program.)
  - Total tenant payment. See Sec. 5.613.
  - Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

- Utility reimbursement. The amount, if any, by which the utility allowance for a unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (This definition is not used in the Section 8 voucher program, or for a public housing family that is paying a flat rent.)
- Very low income family. A family whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
- Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).
- Work activities. See definition at section 407(d) of the Social Security Act (42 U.S.C. 607(d)).

## **Income Inclusions and Exclusions**

### 1) Annual Income (24 CFR 5.609)

Annual Income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in this section.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual Income **includes**, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided under Annual Income exclusions);

- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see the paragraph on lump sum additions to family assets, below).
- Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:
  - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).
- Regular contributions and gifts received from persons outside the household are counted as income. This includes any regular payments on bills or other services, including rent and utility payments paid on behalf of the family, and other similar cash or non-cash contributions provided on a regular basis.
- It does not include casual contributions or sporadic gifts.
- Regular alimony and child support payments are counted as income.

Annual Income does not include the following (exclusions):

- Income from the employment of children (including foster children) under the age of 18 years;
- Payment received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains, and settlement for personal or property losses (but see the paragraph on payments in lieu of earnings, above).
- Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- Income of a Live-In Aide, as defined in the regulations, who is a person who resides with an Elderly, Disabled Person or Persons and who:
  - Is determined to be essential to the care and well-being of the Person(s);
  - Is not obligated for the support of the Person(s); and
  - Would not be living in the unit except to provide the necessary supportive services.
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability, that are disregarded for a limited time, for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
- Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;
- *A resident service stipend.* A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for HAKC, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment, or in prospective monthly amounts;
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, including the following:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];
  - Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];
  - Payments received under the Alaska Native Claims Settlement Act. [43 USC § 1626(c)];
  - Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes. [25 USC § 459(e)];
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408], or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, HAKCs should exclude the FULL value of any Pell Grant. These changes are effective 10-1-92;

- Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];
- Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the “In Re Agent Orange product” liability litigation. [M.D.L. No. 381 (E.D.N.Y.)];
- Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC § 9858q]. This change was effective November 4, 1992;
- Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [USC § 32(j)];
- Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period. Collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;
- Holocaust reparations received after April 23, 1993. [42 USC § 1437a, § 1437d, § 1437n and § 3535(d)].

2) Adjusted Income (24.CFR 5.611)

Adjusted income means annual income (as determined by the responsible entity, defined in Sec. 5.100 and Sec. 5.603) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

a) **Mandatory deductions.**

In determining adjusted income, the responsible entity must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
  - i) Unreimbursed medical expenses of any elderly family or disabled family; and
  - ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a

person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

**b) Additional deductions.**

- (1) For public housing, a PHA may adopt additional deductions from annual income. The PHA must establish a written policy for such deductions.
- (2) For the HUD programs listed in Sec. 5.601(d), the responsible entity shall calculate such other deductions as required and permitted by the applicable program regulations.

**EXHIBIT 10****FY05 INCOME LIMITS FOR MISSOURI**

STATE:MISSOURI		-----I N C O M E L I M I T S-----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Columbia, MO MSA									
FY 2005 MFI: 62000	30% OF MEDIAN	13000	14900	16750	18600	20100	21600	23050	24550
	VERY LOW INCOME	21700	24800	27900	31000	33500	35950	38450	40900
	LOW-INCOME	34700	39700	44650	49600	53550	57550	61500	65450
Joplin, MO MSA									
FY 2005 MFI: 46900	30% OF MEDIAN	9850	11250	12650	14050	15200	16300	17450	18550
	VERY LOW INCOME	16400	18750	21100	23450	25350	27200	29100	30950
	LOW-INCOME	26250	30000	33750	37500	40500	43500	46500	49550
Kansas City, MO--KS MSA									
FY 2005 MFI: 68400	30% OF MEDIAN	14350	16400	18450	20500	22150	23800	25450	27100
	VERY LOW INCOME	23950	27350	30800	34200	36950	39650	42400	45150
	LOW-INCOME	38300	43800	49250	54700	59100	63500	67850	72250
St. Joseph, MO MSA									
FY 2005 MFI: 51950	30% OF MEDIAN	10900	12500	14050	15600	16850	18100	19350	20600
	VERY LOW INCOME	18200	20800	23400	26000	28050	30150	32200	34300
	LOW-INCOME	29100	33300	37450	41600	44950	48250	51600	54900
St. Louis, MO--IL MSA									
FY 2005 MFI: 65900	30% OF MEDIAN	13850	15800	17800	19750	21350	22950	24500	26100
	VERY LOW INCOME	23050	26350	29650	32950	35600	38200	40850	43500
	LOW-INCOME	36900	42200	47450	52700	56950	61150	65350	69600
Springfield, MO MSA									
FY 2005 MFI: 51400	30% OF MEDIAN	10800	12350	13900	15400	16650	17900	19100	20350
	VERY LOW INCOME	18000	20550	23150	25700	27750	29800	31850	33900
	LOW-INCOME	28800	32900	37000	41100	44400	47700	51000	54300
Adair County									
FY 2005 MFI: 47100	30% OF MEDIAN	9900	11300	12700	14150	15250	16400	17500	18650
	VERY LOW INCOME	16500	18850	21200	23550	25450	27300	29200	31100
	LOW-INCOME	26400	30150	33900	37700	40700	43700	46700	49750
Atchison County									
FY 2005 MFI: 46500	30% OF MEDIAN	9750	11150	12550	13950	15050	16200	17300	18400
	VERY LOW INCOME	16300	18600	20950	23250	25100	26950	28850	30700
	LOW-INCOME	26050	29750	33500	37200	40200	43150	46150	49100
Audrain County									
FY 2005 MFI: 48250	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	17950	19150
	VERY LOW INCOME	16900	19300	21700	24150	26050	28000	29900	31850
	LOW-INCOME	27050	30900	34800	38650	41750	44800	47900	51000
Barry County									
FY 2005 MFI: 43800	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Barton County									
FY 2005 MFI: 42600	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Bates County									
FY 2005 MFI: 45600	30% OF MEDIAN	9600	10950	12300	13700	14750	15850	16950	18050
	VERY LOW INCOME	15950	18250	20500	22800	24600	26450	28250	30100
	LOW-INCOME	25550	29200	32850	36500	39400	42300	45250	48150

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STATE:MISSOURI		-----I N C O M E L I M I T S-----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Benton County									
FY 2005 MFI: 39150	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Bollinger County									
FY 2005 MFI: 44400	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Butler County									
FY 2005 MFI: 40700	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Caldwell County									
FY 2005 MFI: 45200	30% OF MEDIAN	9500	10850	12200	13550	14650	15750	16800	17900
	VERY LOW INCOME	15800	18100	20350	22600	24400	26200	28000	29850
	LOW-INCOME	25300	28950	32550	36150	39050	41950	44850	47750
Callaway County									
FY 2005 MFI: 53300	30% OF MEDIAN	11200	12800	14400	16000	17250	18550	19850	21100
	VERY LOW INCOME	18650	21300	24000	26650	28800	30900	33050	35200
	LOW-INCOME	29850	34100	38400	42650	46050	49450	52850	56300
Camden County									
FY 2005 MFI: 49400	30% OF MEDIAN	10350	11850	13350	14800	16000	17200	18400	19550
	VERY LOW INCOME	17300	19750	22250	24700	26700	28650	30650	32600
	LOW-INCOME	27650	31600	35550	39500	42700	45850	49000	52150
Cape Girardeau County									
FY 2005 MFI: 54900	30% OF MEDIAN	11550	13200	14800	16450	17800	19100	20400	21750
	VERY LOW INCOME	19200	21950	24700	27450	29650	31850	34050	36250
	LOW-INCOME	30750	35150	39550	43900	47450	50950	54450	57950
Carroll County									
FY 2005 MFI: 45400	30% OF MEDIAN	9550	10900	12250	13600	14700	15800	16900	18000
	VERY LOW INCOME	15900	18150	20450	22700	24500	26350	28150	29950
	LOW-INCOME	25400	29050	32700	36300	39250	42150	45050	47950
Carter County									
FY 2005 MFI: 34000	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Cedar County									
FY 2005 MFI: 39300	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Chariton County									
FY 2005 MFI: 47900	30% OF MEDIAN	10050	11500	12950	14350	15500	16650	17800	18950
	VERY LOW INCOME	16750	19150	21550	23950	25850	27800	29700	31600
	LOW-INCOME	26800	30650	34500	38300	41400	44450	47500	50600
Clark County									
FY 2005 MFI: 43700	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000

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		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Cole County										
FY 2005 MFI:	64500	30% OF MEDIAN	13550	15500	17400	19350	20900	22450	24000	25550
		VERY LOW INCOME	22600	25800	29050	32250	34850	37400	40000	42550
		LOW-INCOME	36100	41300	46450	51600	55750	59850	64000	68100
Cooper County										
FY 2005 MFI:	49800	30% OF MEDIAN	10450	11950	13450	14950	16150	17350	18550	19700
		VERY LOW INCOME	17450	19900	22400	24900	26900	28900	30900	32850
		LOW-INCOME	27900	31850	35850	39850	43050	46200	49400	52600
Crawford County										
FY 2005 MFI:	44500	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15600	17800	20050	22250	24050	25800	27600	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Dade County										
FY 2005 MFI:	40150	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Dallas County										
FY 2005 MFI:	40500	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Daviness County										
FY 2005 MFI:	43500	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
DeKalb County										
FY 2005 MFI:	45350	30% OF MEDIAN	9700	11100	12500	13900	15000	16100	17200	18350
		VERY LOW INCOME	16200	18500	20850	23150	25000	26850	28700	30550
		LOW-INCOME	25950	29650	33350	37050	40000	42950	45950	48900
Dent County										
FY 2005 MFI:	39700	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Douglas County										
FY 2005 MFI:	39100	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Dunklin County										
FY 2005 MFI:	38200	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Gasconade County										
FY 2005 MFI:	49500	30% OF MEDIAN	10850	12400	13950	15500	16750	18000	19250	20450
		VERY LOW INCOME	18100	20700	23250	25850	27900	30000	32050	34100
		LOW-INCOME	28950	33100	37200	41350	44650	48000	51300	54600
Gentry County										
FY 2005 MFI:	43300	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000

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STATE:MISSOURI			-----I N C O M E L I M I T S-----								
			PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Grundy County											
FY 2005 MFI:	41450		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Harrison County											
FY 2005 MFI:	41700		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Henry County											
FY 2005 MFI:	45000		30% OF MEDIAN	9450	10800	12150	13500	14600	15650	16750	17800
			VERY LOW INCOME	15750	18000	20250	22500	24300	26100	27900	29700
			LOW-INCOME	25200	28800	32400	36000	38900	41750	44650	47500
Hickory County											
FY 2005 MFI:	35700		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Holt County											
FY 2005 MFI:	42600		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Howard County											
FY 2005 MFI:	48250		30% OF MEDIAN	10150	11600	13050	14500	15650	16800	17950	19150
			VERY LOW INCOME	16900	19300	21700	24150	26050	28000	29900	31850
			LOW-INCOME	27050	30900	34800	38650	41750	44800	47900	51000
Howell County											
FY 2005 MFI:	37600		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Iron County											
FY 2005 MFI:	37800		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Johnson County											
FY 2005 MFI:	51900		30% OF MEDIAN	10900	12450	14000	15550	16800	18050	19300	20550
			VERY LOW INCOME	18150	20750	23350	25950	28050	30100	32200	34250
			LOW-INCOME	29050	33200	37350	41500	44850	48150	51500	54800
Knox County											
FY 2005 MFI:	38150		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Laclede County											
FY 2005 MFI:	43100		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Lawrence County											
FY 2005 MFI:	44400		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
			VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
			LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000

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		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Lewis County FY 2005 MFI: 42650		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Linn County FY 2005 MFI: 43800		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Livingston County FY 2005 MFI: 49900		30% OF MEDIAN	10500	12000	13450	14950	16150	17350	18550	19750
		VERY LOW INCOME	17450	19950	22450	24950	26950	28950	30950	32950
		LOW-INCOME	27950	31950	35950	39900	43100	46300	49500	52700
McDonald County FY 2005 MFI: 38700		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Macon County FY 2005 MFI: 46200		30% OF MEDIAN	9700	11100	12450	13850	14950	16100	17200	18300
		VERY LOW INCOME	16150	18500	20800	23100	24950	26800	28650	30500
		LOW-INCOME	25850	29550	33250	36950	39900	42850	45850	48800
Madison County FY 2005 MFI: 37250		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Maries County FY 2005 MFI: 47400		30% OF MEDIAN	9950	11400	12800	14200	15350	16500	17650	18750
		VERY LOW INCOME	16600	18950	21350	23700	25600	27500	29400	31300
		LOW-INCOME	26550	30350	34150	37900	40950	44000	47000	50050
Marion County FY 2005 MFI: 49600		30% OF MEDIAN	10400	11900	13400	14900	16050	17250	18450	19650
		VERY LOW INCOME	17350	19850	22300	24800	26800	28750	30750	32750
		LOW-INCOME	27800	31750	35700	39700	42850	46050	49200	52400
Mercer County FY 2005 MFI: 44400		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Miller County FY 2005 MFI: 44700		30% OF MEDIAN	9400	10750	12050	13400	14500	15550	16650	17700
		VERY LOW INCOME	15650	17900	20100	22350	24150	25950	27700	29500
		LOW-INCOME	25050	28600	32200	35750	38600	41500	44350	47200
Mississippi County FY 2005 MFI: 35800		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Moniteau County FY 2005 MFI: 50750		30% OF MEDIAN	10650	12200	13700	15250	16450	17700	18900	20100
		VERY LOW INCOME	17750	20300	22850	25400	27400	29450	31450	33500
		LOW-INCOME	28450	32500	36600	40650	43900	47150	50400	53650

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STATE:MISSOURI		-----I N C O M E L I M I T S-----								
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	
Monroe County FY 2005 MFI: 43800	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
Montgomery County FY 2005 MFI: 46550	30% OF MEDIAN	9800	11200	12600	14000	15100	16200	17350	18450	
	VERY LOW INCOME	16300	18600	20950	23300	25150	27000	28850	30700	
	LOW-INCOME	26100	29800	33550	37300	40250	43250	46250	49200	
Morgan County FY 2005 MFI: 43500	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
New Madrid County FY 2005 MFI: 40300	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
Nodaway County FY 2005 MFI: 51200	30% OF MEDIAN	10750	12300	13800	15350	16600	17800	19050	20300	
	VERY LOW INCOME	17900	20500	23050	25600	27650	29700	31750	33800	
	LOW-INCOME	28650	32750	36850	40950	44250	47500	50800	54050	
Oregon County FY 2005 MFI: 32800	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
Osage County FY 2005 MFI: 55600	30% OF MEDIAN	11700	13350	15000	16700	18000	19350	20700	22000	
	VERY LOW INCOME	19450	22250	25000	27800	30000	32250	34450	36700	
	LOW-INCOME	31150	35600	40050	44500	48050	51600	55150	58700	
Ozark County FY 2005 MFI: 36200	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
Pemiscot County FY 2005 MFI: 33300	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600	
	VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350	
	LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000	
Perry County FY 2005 MFI: 52200	30% OF MEDIAN	10950	12550	14100	15650	16900	18150	19400	20650	
	VERY LOW INCOME	18250	20900	23500	26100	28200	30300	32350	34450	
	LOW-INCOME	29250	33400	37600	41750	45100	48450	51800	55100	
Pettis County FY 2005 MFI: 45450	30% OF MEDIAN	9850	11250	12650	14050	15150	16300	17400	18550	
	VERY LOW INCOME	16400	18700	21050	23400	25250	27150	29000	30900	
	LOW-INCOME	26200	29950	33700	37450	40450	43450	46450	49400	
Phelps County FY 2005 MFI: 47100	30% OF MEDIAN	9900	11300	12700	14150	15250	16400	17500	18650	
	VERY LOW INCOME	16500	18850	21200	23550	25450	27300	29200	31100	
	LOW-INCOME	26400	30150	33900	37700	40700	43700	46700	49750	

# 2005 Neighborhood Development Administrative Manual

STATE:MISSOURI			-----I N C O M E L I M I T S-----							
		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Pike County										
FY 2005 MFI: 46800		30% OF MEDIAN	9850	11250	12650	14050	15150	16300	17400	18550
		VERY LOW INCOME	16400	18700	21050	23400	25250	27150	29000	30900
		LOW-INCOME	26200	29950	33700	37450	40450	43450	46450	49400
Polk County										
FY 2005 MFI: 44500		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15600	17800	20050	22250	24050	25800	27600	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Pulaski County										
FY 2005 MFI: 47000		30% OF MEDIAN	9850	11300	12700	14100	15250	16350	17500	18600
		VERY LOW INCOME	16450	18800	21150	23500	25400	27250	29150	31000
		LOW-INCOME	26300	30100	33850	37600	40600	43600	46600	49650
Putnam County										
FY 2005 MFI: 39900		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Ralls County										
FY 2005 MFI: 50350		30% OF MEDIAN	11350	12950	14600	16200	17500	18800	20100	21400
		VERY LOW INCOME	18900	21600	24300	27000	29150	31300	33500	35650
		LOW-INCOME	30250	34550	38900	43200	46650	50100	53550	57000
Randolph County										
FY 2005 MFI: 47250		30% OF MEDIAN	9950	11350	12750	14200	15350	16450	17600	18750
		VERY LOW INCOME	16550	18900	21250	23650	25500	27400	29300	31200
		LOW-INCOME	26500	30250	34050	37850	40850	43900	46900	49950
Reynolds County										
FY 2005 MFI: 36450		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Ripley County										
FY 2005 MFI: 33400		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
St. Clair County										
FY 2005 MFI: 37800		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Ste. Genevieve County										
FY 2005 MFI: 53250		30% OF MEDIAN	11200	12800	14400	16000	17250	18550	19850	21100
		VERY LOW INCOME	18650	21300	23950	26650	28750	30900	33000	35150
		LOW-INCOME	29850	34100	38400	42650	46050	49450	52850	56300
St. Francois County										
FY 2005 MFI: 44700		30% OF MEDIAN	9400	10750	12050	13400	14500	15550	16650	17700
		VERY LOW INCOME	15650	17900	20100	22350	24150	25950	27700	29500
		LOW-INCOME	25050	28600	32200	35750	38600	41500	44350	47200
Saline County										
FY 2005 MFI: 47150		30% OF MEDIAN	9900	11350	12750	14150	15300	16450	17550	18700
		VERY LOW INCOME	16500	18850	21200	23600	25450	27350	29250	31100
		LOW-INCOME	26450	30200	34000	37750	40800	43800	46800	49850

# 2005 Neighborhood Development Administrative Manual

STATE:MISSOURI			-----I N C O M E L I M I T S-----							
		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Schuyler County										
FY 2005 MFI: 42500		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Scotland County										
FY 2005 MFI: 41400		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Scott County										
FY 2005 MFI: 45550		30% OF MEDIAN	9600	10950	12300	13700	14750	15850	16950	18050
		VERY LOW INCOME	15950	18200	20500	22800	24600	26400	28250	30050
		LOW-INCOME	25550	29200	32850	36500	39400	42300	45250	48150
Shannon County										
FY 2005 MFI: 30500		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Shelby County										
FY 2005 MFI: 42600		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Stoddard County										
FY 2005 MFI: 40050		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Stone County										
FY 2005 MFI: 44650		30% OF MEDIAN	9400	10750	12050	13400	14500	15550	16650	17700
		VERY LOW INCOME	15650	17850	20100	22350	24100	25900	27700	29450
		LOW-INCOME	25050	28600	32200	35750	38600	41500	44350	47200
Sullivan County										
FY 2005 MFI: 41700		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Taney County										
FY 2005 MFI: 46000		30% OF MEDIAN	9650	11050	12400	13800	14900	16000	17100	18200
		VERY LOW INCOME	16100	18400	20700	23000	24850	26700	28500	30350
		LOW-INCOME	25750	29450	33100	36800	39750	42700	45650	48600
Texas County										
FY 2005 MFI: 34850		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Vernon County										
FY 2005 MFI: 45500		30% OF MEDIAN	9550	10900	12300	13650	14750	15850	16950	18000
		VERY LOW INCOME	15950	18200	20500	22750	24550	26400	28200	30050
		LOW-INCOME	25500	29100	32750	36400	39300	42200	45150	48050
Washington County										
FY 2005 MFI: 37800		30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000

# 2005 Neighborhood Development Administrative Manual

STATE:MISSOURI			-----I N C O M E L I M I T S-----							
		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Wayne County										
FY 2005 MFI:	34900	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Worth County										
FY 2005 MFI:	41000	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000
Wright County										
FY 2005 MFI:	35950	30% OF MEDIAN	9350	10700	12000	13350	14400	15500	16550	17600
		VERY LOW INCOME	15550	17800	20000	22250	24000	25800	27550	29350
		LOW-INCOME	24900	28500	32050	35600	38450	41300	44150	47000

**EXHIBIT 11****INCOME VERIFICATION WORKSHEET**

<b>ANNUAL INCOME</b>				
<b>Source</b>	<b>Applicant</b>	<b>Co-Applicant</b>	<b>Other Household Member 18 or Older</b>	<b>Total</b>
Salary				
Overtime Pay				
Commissions				
Fees				
Tips				
Bonuses				
Interest &/or Dividends				
Net Income from Business				
Net Rental Income				
Social Security, Pensions, Retirement Funds, etc., Received Periodically				
Unemployment Benefits				
Workers Compensation, Etc.				
Alimony, Child Support				
Welfare Programs				
Other				
<b>TOTAL:</b>				

  

<b>ASSETS</b>				
<b>Type</b>	<b>Cash Value</b>	<b>Annual Income from Assets</b>	<b>Bank Name</b>	<b>Account No.</b>
Checking Account(s)				
Savings Account(s)				
Credit Union Account(s)				
Stocks				
Life Insurance				
Other (i.e. rental property)				
Home:				
Estimated Value:				
Mortgage Balance:				

## **EMPLOYER'S VERIFICATION**

THE INFORMATION ON THIS FORM IS CONFIDENTIAL, AND IS TO BE TRANSMITTED DIRECTLY TO THE COMMUNITY DEVELOPMENT DEPARTMENT WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

Name of Applicant: \_\_\_\_\_

Case Number: \_\_\_\_\_

1) Position held by applicant: \_\_\_\_\_

2) Dates of Employment: from \_\_\_\_\_ to \_\_\_\_\_; from \_\_\_\_\_ to \_\_\_\_\_; from \_\_\_\_\_ to \_\_\_\_\_; from \_\_\_\_\_ to \_\_\_\_\_  
Number of hours per week worked: \_\_\_\_\_

3) Rate of pay (estimate if not based on time): \$\_\_\_\_\_ per \_\_\_\_\_ - (hour, month, or year)

4) Additional Compensation (actual past 12 months):  
Overtime \$\_\_\_\_\_ Bonus \$\_\_\_\_\_ Commission \$\_\_\_\_\_ Other \$\_\_\_\_\_

5) Do you anticipate any change in the employee's rate of pay in the near future?

☐ Yes ☐ No

If yes, revised rate: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Do you anticipate any change in the number of hours this employee works?

☐ Yes ☐ No If yes, explain why below:

6) Probability of continued employment and other remarks:

7) Signature of employer: \_\_\_\_\_

The above information is furnished in strict confidence to assist in determining eligibility of the loan applicant to receive housing rehab assistance from the Community Development Program.

\_\_\_\_\_  
(date) (printed name) (title)

8) Authorization to release information: I hereby authorize the release of the above information to the Community Development Program.

\_\_\_\_\_  
(date) (signature) (title)

## **VERIFICATION OF EMPLOYMENT**

Client # \_\_\_\_\_

The applicant identified below has applied for housing assistance that is provided through the \_\_\_\_\_. Our regulations require that in order for the family to be eligible, we must verify the family's income, expenses, and other information related to eligibility. The individual has authorized your release of the requested information. The information you provide will be used only for the purpose of determining the family's eligibility for the program. We are required to complete our verification process in a short time period and would appreciate your prompt response. A self-addressed envelope has been included for your convenience. If you have any questions, please feel free to contact our office. Thank you for your cooperation.

\_\_\_\_\_  
(name)\_\_\_\_\_  
(title)\_\_\_\_\_  
(telephone no.)

### **PART I. APPLICANT INFORMATION (To be completed by applicant)**

Name of Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

### **PART II. EMPLOYER INFORMATION (To be completed by applicant)**

Name of Employer: \_\_\_\_\_

Address of Employer: \_\_\_\_\_

### **PART III. EMPLOYER INFORMATION (To be completed by employer)**

1) Date of Employment: \_\_\_\_\_ Position/Occupation: \_\_\_\_\_

2) Date of Termination (if applicable) \_\_\_\_\_

3) Current Rate of Regular Pay: \$\_\_\_\_\_ per \_\_\_\_\_ (hour, week, month, year, etc.)

4) Current Rate of Overtime Pay: \$\_\_\_\_\_ per \_\_\_\_\_ (hour, week, month, year, etc.)

5) Do you anticipate any change in the employee rate of pay in the near future?

☐ Yes ☐ No

If yes, revised rate: \_\_\_\_\_ Effective Date: \_\_\_\_\_

6) Number of hours per week employee normally works: \_\_\_\_\_

7) Do you anticipate any change in the number of hours the employee works?

☐ Yes ☐ No

If yes, explain under #14 below.

8) Anticipated average amount of overtime per week: \_\_\_\_\_

9) Gross annual earnings you anticipate for this employee for the next twelve months.  
(Gross amount includes all tips, bonuses, overtime, commissions, etc.) \$\_\_\_\_\_.

10) Does this employee receive vacation with pay? ☐ Yes ☐ No

11) Does this employee receive sick leave pay? ☐ Yes ☐ No

12) If the employee's work is seasonal or sporadic, indicate lay-off periods.

---

13) Does this employee receive an earned income tax credit? ☐ Yes ☐ No

If yes, indicate amount included in paycheck: \$ \_\_\_\_\_

14) Additional Comments:

Completed by: \_\_\_\_\_

Name

Title

Date

Telephone No.

Signature: \_\_\_\_\_

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

## **VERIFICATION OF PUBLIC ASSISTANCE**

Client # \_\_\_\_\_

The applicant identified below has applied for housing assistance that is provided through the \_\_\_\_\_. Our regulations require that in order for the family to be eligible, we must verify the family's income, expenses, and other information related to eligibility. The individual has authorized your release of the requested information. The information you provide will be used only for the purpose of determining the family's eligibility for the program. We are required to complete our verification process in a short time period and would appreciate your prompt response. A self-addressed envelope has been included for your convenience. If you have any questions, please feel free to contact our office. Thank you for your cooperation.

\_\_\_\_\_  
(name)\_\_\_\_\_  
(title)\_\_\_\_\_  
(telephone no.)

### **PART I. APPLICANT INFORMATION (To be completed by applicant)**

Name of Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

### **PART II. AGENCY INFORMATION (To be completed by applicant)**

Name of Source: \_\_\_\_\_

Address of Source: \_\_\_\_\_

### **PART III. PUBLIC ASSISTANCE INFORMATION (To be completed by Agency)**

Client Name: \_\_\_\_\_ Client No.: \_\_\_\_\_

Monthly Payments from this agency:

AFDC: \$ \_\_\_\_\_

General Assistance: \$ \_\_\_\_\_

Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

Total Amount Received Monthly: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_

Closing Date (if applicable): \_\_\_\_\_

Do you expect any change in payments in the near future?      Yes              No  
If yes, please explain:

Additional Comments (e.g. any special situations, etc.)

Completed by: \_\_\_\_\_

Name

Title

Date

Telephone No.

Signature: \_\_\_\_\_

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

## **WELFARE PAYMENT VERIFICATION**

Date: \_\_\_\_\_

### **AUTHORIZATION:**

I am willing to have \_\_\_\_\_ of the \_\_\_\_\_  
Community Development Department confer with the County Welfare Staff about my case and budget  
in order to assist in evaluating my eligibility for a property rehabilitation grant.

\_\_\_\_\_

Name of Applicant

Please complete the information requested, sign, and return to the Director of Community  
Development, City Hall.

### **INFORMATION REQUESTED:**

15) Type of welfare assistance: \_\_\_\_\_

16) Average amount of monthly assistance: \_\_\_\_\_

17) How long has applicant received assistance: \_\_\_\_\_

18) Comments:

I certify that the above information is true and correct.

\_\_\_\_\_

(date)

\_\_\_\_\_

(signature)

\_\_\_\_\_

(title)

## **OLD AGE & SURVIVOR'S INSURANCE FORM**

\_\_\_\_\_  
Wage Earner

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Claimant, if other than above

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Date

Director  
Bureau of Old-Age Survivor's Insurance  
Social Security Administration  
District Office

Attention Director:

I request that the information from our records concerning my entitlement to benefits be furnished to me. Please honor the above request.

\_\_\_\_\_  
Claimant

## **SOCIAL SECURITY ADMINISTRATION REPORT**

Date: \_\_\_\_\_

The records of this Bureau disclosed the following:

Name of beneficiaries: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Types of monthly benefits: \_\_\_\_\_

Amounts (monthly): \$ \_\_\_\_\_

Social Security Administration

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **VERIFICATION OF DEPOSITS**

Client # \_\_\_\_\_

The applicant identified below has applied for housing assistance that is provided through the \_\_\_\_\_. Our regulations require that in order for the family to be eligible, we must verify the family's income, expenses, and other information related to eligibility. The individual has authorized your release of the requested information. The information you provide will be used only for the purpose of determining the family's eligibility for the program. We are required to complete our verification process in a short time period and would appreciate your prompt response. A self-addressed envelope has been included for your convenience. If you have any questions, please feel free to contact our office. Thank you for your cooperation.

\_\_\_\_\_  
(name)\_\_\_\_\_  
(title)\_\_\_\_\_  
(telephone no.)**PART I. APPLICANT INFORMATION (To be completed by applicant)**

Name of Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

**PART II. BANK INFORMATION (To be completed by applicant)**

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

**PART III. DEPOSIT INFORMATION (To be completed by institution)****CHECKING ACCOUNT**

Account Number(s)	Average Six-Month Balance (\$)
	\$
	\$

Is this an interest bearing checking account? ☐ Yes ☐ No

If yes, annual interest rate: \_\_\_\_\_%

**SAVINGS ACCOUNT**

Account Number(s)	Present Account Balance(s)	Annual Interest Rate	Withdrawal Penalty
	\$	%	
	\$	%	

**CERTIFICATE OF DEPOSIT**

Account Number(s)	Present Account Balance(s)	Annual Interest Rate	Withdrawal Penalty
-------------------	----------------------------	----------------------	--------------------

	\$	%	
	\$	%	

# **TRUST**

Value of Trust Fund Administered \$\_\_\_\_\_

Anticipated Amount of Income to be earned by trust over next twelve months:\_\_\_\_\_

Completed by: \_\_\_\_\_

Name

Title

Date

Telephone No.

Signature: \_\_\_\_\_

**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

## **EXHIBIT 12**

### **HOUSING REHABILITATION: RESIDENTIAL INSPECTION REPORT**

Owner/Occupant: _____	Application #: _____			
Address: _____	Basement/Crawl Space: _____			
Phone: _____	No. of Rooms: _____			
Family Size _____	No. of Stories: _____			
Initial & Date: _____				
<b>EXTERIOR PROPERTY AREAS:</b>				
Tree Removal: _____				
Trash/Weeds: _____				
Drainage: _____				
Rodents & Insects: _____				
<b>EXTERIOR:</b>				
Windows: Glazing Paint/Trim Window Panes Frame/Sash Screens/Storms				
Doors: Threshold Glazing Trim/Paint Weather-strip Latch Screens/Storms Window Panes				
Foundation				
Sills				
Skirting/Vents				
Soffit/fascia paint				

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Roof: Shingles ½ Lap				
Insulation – Exterior Walls				
Siding				
Gutters				
Overhang/Width				

PORCH: Front: _____ Roof: Shingles ½ Lap Ceiling/Replace Paint Floor/Joists Posts/Railing Sheating		PORCH: Rear _____ Roof: Shingles ½ Lap Ceiling/Replace Paint Floor Joists Posts/Railings Sheating	
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<b>INTERIOR:</b>				
	Living Room	Dining Room	Bedroom	
Size				
Floor Support				
Ceiling: Strip & Tile, Suspend				
Walls: Paneling, Sheetrock				
Woodwork				
Doors/Hardware				
Windows/Panes				
Electrical				
	Bedroom	_____	_____	
Size				
Floor Support				
Ceiling: Strip & Tile, Suspend				
Walls: Paneling, Sheetrock				

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Woodwork			
Doors/Hardware			
Windows/Panes			
Electrical			
Bathroom:			
Size (width x length x height)		Electrical	
Floor/Support Cover		Sink	
Ceiling: Strip & Tile, Suspend		Stool	
Walls/Wainscot Panel		Tub/Shower	
Woodwork		Faucets	
Doors/Hardware		Water Lines/insulate	
Windows/Panes		Vent/Traps	
Mechanical		Sewer Drains	
Kitchen:			
Size		Electrical	
Floor/Support		Sink	
Ceiling: Strip & Tile, Suspend		Hot & Cold Water	
Walls: Panel; Sheetrock		Supply Lines/ Faucets	
Woodwork		Drain/Vent	
Doors/Hardware		Food Storage & Prep	
Windows/Panes			
Resident Heating:			
Type Heat		Hot Water Heater Type	
BTU Rating		Vented/Electric Wiring	
Venting		Pressure Relief/Drainline	
Wiring			
Basement:			

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Size		Windows	
Stairway/Handrail		Floor Drain	
Walls		Floor	
Stairways: Exterior		Stairways: Interior	
Treads		Treads	
Stringers		Stringers	
Handrails		Handrails	
Hatchway			
Electrical:			
Current Svc Panel AMP Rating		Stairway/Hall Lights	
Electric Entrance/Anchor		Ext. Entrance Lights	
Electric Appliances Used		Separate Circuits Needed	
Chimney:		Attic:	
Mortar		Insulation	
Tar Flashing			
<b>1. Living Room</b>			
<b>Item #</b>	<b>Description</b>	<b>Work Specifications</b>	<b>Bid Price</b>
1.1	LIVING ROOM		
1.2	ELECTRICITY		
1.3	ELECTRICAL HAZARDS		
1.4	SECURITY		
1.5	WINDOW CONDITION		
1.6	CEILING CONDITION		
1.7	WALL CONDITION		
1.8	FLOOR CONDITION		
1.9	LEAD PAINT		

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1.10	WEATHERSTRIPPING		
1.11	OTHER		
1.12	OTHER		
NOTES (Give Item #):			
<b>2. Kitchen</b>			
Item #	Description	Work Specifications	Bid Price
2.1	KITCHEN AREA		
2.2	ELECTRICITY		
2.3	ELECTRICAL HAZARDS		
2.4	SECURITY		
2.5	WINDOW CONDITION		
2.6	CEILING CONDITION		
2.7	WALL CONDITION		
2.8	FLOOR CONDITION		
2.9	LEAD PAINT		
2.10	STOVE/RANGE W/ OVEN		
2.11	REFRIGERATOR		
2.12	SINK		
2.13	SPACE FOR STORAGE & FOOD PREPARATION		
2.14	WEATHERSTRIPPING		
2.15	OTHER		
2.16	OTHER		

NOTES (Give Item #):

### 3. Bathroom

Item #	Description	Work Specifications	Bid Price
3.1	KITCHEN AREA		
3.2	ELECTRICITY		
3.3	ELECTRICAL HAZARDS		
3.4	SECURITY		
3.5	WINDOW CONDITION		
3.6	CEILING CONDITION		
3.7	WALL CONDITION		
3.8	FLOOR CONDITION		
3.9	LEAD PAINT		
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT		
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT		
3.12	TUB OR SHOWER IN UNIT		
3.13	VENTILATION		
3.14	WEATHERSTRIPPING		
3.15	OTHER		
3.16	OTHER		

NOTES (Give Item #):

**4. Other Rooms Used for Living and Halls (Complete for each room)**

Item #	Description	Work Specification	Bid Price
4.1	<b>ROOM LOCATION</b> Right/left _____ Front/rear _____ Floor level _____	<b>ROOM CODES (Circle one)</b> 1 = bedroom or any other room used for sleeping (regardless of type of room) 2 = dining room or dining area 3 = second living room, family room, den, playroom, TV room 4 = entrance halls, corridors, halls, staircases 5 = additional bathroom 6 = other	
4.2	ELECTRICITY		
4.3	ELECTRICAL HAZARDS		
4.4	SECURITY		
4.5	WINDOW CONDITION		
4.6	CEILING CONDITION		
4.7	WALL CONDITION		
4.8	FLOOR CONDITION		
4.9	LEAD PAINT		
4.10	WEATHERSTRIPPING		
4.11	OTHER		
4.12	OTHER		

NOTES (Give Item #):

### 5. All Secondary Rooms not used for Living

Item #	Description	Work Specification	Bid Price
5.1	NONE – GO TO PART 6		
5.2	SECURITY		
5.3	ELECTRICAL HAZARDS		
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS		
5.5	OTHER		
5.6	OTHER		

NOTES (Give Item #):

## 6. Building Exterior

Item #	Description	Work Specification	Bid Price
6.1	FOUNDATION CONDITION		
6.2	STAIRS, RAILS, & PORCHES CONDITION		
6.3	ROOF & GUTTERS CONDITION		
6.4	EXTERIOR SURFACES CONDITION		
6.5	CHIMNEY CONDITION		
6.6	LEAD PAINT: EXTERIOR SURFACES		
6.7	MOBILE HOMES: TIE DOWNS		
6.8	MOBILE HOMES: SMOKE DETECTORS		
6.9	CAULKING		
6.10	OTHER		
6.11	OTHER		

NOTES (Give Item #):

**7. Heating, Plumbing, and Insulation**

Item #	Description	Work Specifications	Bid Price
7.1	ADEQUACY OF HEATING EQUIPMENT		
7.2	SAFETY OF HEATING EQUIPMENT		
7.3	VENTILATION & ADEQUACY OF COOLING		
7.4	HOT WATER HEATER		
7.5	WATER SUPPLY		
7.6	PLUMBING		
7.7	SEWER CONNECTION		
7.8	INSULATION		
7.9	OTHER		
7.10	OTHER		

NOTES (give item #):

**8. General Health & Safety**

Item #	Description	Work Specifications	Bid Price
8.1	ACCESS TO UNIT		
8.2	EXITS		
8.3	EVIDENCE OF INFESTATION		

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8.4	GARBAGE & DEBRIS		
8.5	REFUSE DISPOSAL		
8.6	INTERIOR STAIRS & COMMON HALLS		
8.7	OTHER INTERIOR HAZARDS		
8.8	ELEVATORS		
8.9	INTERIOR AIR QUALITY		
8.10	SITE & NEIGHBORHOOD CONDITIONS		
8.11	LEAD PAINT: OWNER CERTIFICATION		
8.12	OTHER		
8.13	OTHER		
NOTES (give item #):			

**EXHIBIT 13****HOUSE CONTRACT SPECIFICATIONS SAMPLE**

Please note: This contract specification sample is provided courtesy of the Urban Renovation Consultants, Inc. Robert M Santucci, Senior Consultant, [www.urbusa.com](http://www.urbusa.com).

Work Write-Up for 123 3<sup>rd</sup> Street, Anytown, Missouri 60000

Prepared by: Grant R. Us

Date: November 17, 2005

**SPECIFICATIONS BY LOCATION**

<b>Spec Number</b>	<b>Total Specification</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Price</b>
<b>GENERAL REQUIREMENTS</b>					
0031.1	CONSTRUCTION DEFINITIONS “Install” means to purchase, set up, test, and warrant a new component. “Replace” means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant. “Repair” means to return a building component to like new condition through replacement, adjustment, and recoating of parts. “Reinstall” means to remove, clean, store and install a component.	1.00	GR	0.00	0.00
0035.1	VERIFY QUANTITIES/MEASUREMENTS All measurements (i.e. SF of Drywall, or those provided with drawings) are for the contractor’s convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e. number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.	1.00	GR	0.00	0.00
0039.1	HVAC PERMIT REQUIRED Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for, and receive an HVAC permit on behalf of the owner.	1.00	EA	0.00	0.00
0077.1	NEW MATERIAL REQUIRED	1.00	GR	0.00	0.00

All materials used in connection with this work write-up are to be new, of first quality and without defects – unless stated otherwise or pre-approved by Owner and Construction Specialist.

0090.1	1 YEAR GENERAL WARRANTY	1.00	DU	0.00	0.00
	Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers and suppliers' written warranties covering items furnished under this contract prior to the release of the final payment.				
9000	LEAD SAFE WORK PRACTICES				\$0
	On all work items flagged as "interim controls" or as requiring "lead safe work practices," workers must use lead safe work practices per 24 CFR 35.1350. These practices are represented in the "Lead Safety Field Guide" ( <i>Lead Paint Safety: A Field Guide for Painting, Home Maintenance, and Renovation Work</i> ) published by HUD, EPA, and DCD as HUD Publication #HUD-1779-LHC, March 2001 or any HUD-approved Lead Safe Work Practices class. Work disturbing lead-based paint is not considered complete until clearance, if required, is achieved.				
9057	WORKER TRAINING – INTERIM CONTROLS				\$0
	All persons carrying out activities flagged as "interim controls" or as requiring "lead safe work practices" must either be supervised by an EPA abatement supervisor or provide proof of completion of HUD-approved worker training course in lead safe work practices prior to start of work.				
9090	TEMPORARY RELOCATION				\$0
	All occupants must be out of the work area while work items flagged as "interim controls" or as requiring "lead safe work practices" are underway. Children and women of childbearing age are specifically prohibited from entering the dwelling at any time during the reduction process, including times when work is not in progress. Provide moving and packing services to and from temporary housing unit. Pay all utility hook-up fees for both moves as well as daily rental costs.				
99122	GROUND CONTAINMENT	6	DY	65.00	390.00

During the period of work on exterior windows and porch, maintain ground containment. Attach two layers of 12' wide 6 mil polyethylene to the building perimeter with staples or furring strips extending 10' past work station. Construct a worksite perimeter curb of 4x4 timbers wrapped under the containment. Create an outer barrier of flags or plastic tape 3' on center, 20' from work site. Close and lock all windows and doors on work site elevation. Remove and replace daily.

9133	PRE-CLEAN	1200	SF	.75	900.00
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Before any rehabilitation or interim controls activities begin, the structure and site must be inspected and pre-cleaned following HUD specified cleaning protocols, as detailed in the Guidelines for the Evaluation and Control of LBP Hazards in Housing (June 1995 & 1997 Revision), published by the U.S. Department of Housing and Urban Development. Some of the required steps include removing large debris and paint chips followed by HEPA vacuuming of all horizontal surfaces floors, windowsills, troughs, etc.). The cleaning protocols described in this publication can assist the contractor in doing a preliminary cleaning and improving the chances of passing clearance inspections after remediation.

9129	FINAL CLEAN	1200	SF	.75	900.00
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After completion of all rehabilitation using safe work practices and interim controls perform a final clean. Wet mist, fold, and remove all containment plastic. Remove plastic from floors last. HEPA vacuum all visible surfaces including clothing, furniture, walls, floors, and ceilings from the top down. Detergent scrub all horizontal surfaces in small sections using a 3-bucket cleaning system. Completely rinse with clean water and new supplies. After surface is dry HEPA vacuum all visible surfaces except ceiling.

9030	CLEARANCE EXAMINATION	1	EA	275.00	275.00
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After the completion of all work that disturbed LBP and any other lead hazard reduction activities, a qualified person shall perform a clearance examination in accordance with 24 DFR Part 35, including visual inspection and dust wipe samples. The clearance examiner must be independent from the contractor performing the work.

**EXTERIOR**

3185.2	FRONT DOOR – PREHUNG METAL ENTRANCE	1	EA	450.00	450.00
	Dispose of door and frame. Install a prehung metal, insulated, 4-panel entrance door and jamb including interior and exterior casing, spring metal weather stripping, interlocking threshold, wide angle peep sight, one entrance and one mortised deadbolt keyed alike. Prime and top coat. Lead-based paint is present on door and casing. Use Lead Safe Work Practices as described in Spec #9000 above.				
9156	SCRAPE AND REPAINT WINDOW COMPONENTS AND TRIM: INTERIM CONTROLS – STABILIZATION: Mist affected painted areas with water. Scrape all loose paint. Feather edges with a sponge sanding block. Saturate with de-glossing agent. Rinse and HEPA- vacuum small visible chips. Allow surface to dry, spot prime, and topcoat With premium acrylic latex paint from a single Manufacturer. Color to be determined by the owner.	15	EA	70.00	1050.00

**ROOFING**

4580.1	TEAR OFF AND REROOF SHINGLES	12	SQ	145.00	1,740.00
	Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of Roof using pine board or CDX plywood of Matching thickness. Staple 15 lb felt. Install Preformed aluminum, drip edge, and vent pipe Boots. Install a 220 lb fiberglass asphalt, 3 tab Shingle with a 25 year warranty. Replace all Flashing. Install shingle-over ridge vent.				
4755.3	REPAIR FASCIA 1" x 6"	1	LF	1.00	375.00
	Install a 1" x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime. Lead based paint is present on fascia. Use Lead Safe Work Practices as described in Spec #9000 above.				

**PORCH**

5685.2	PREP & PAINT PORCH	375	SF	1.00	375.00
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Scrape all loose, peeling, cracked, blistered paint from porch, including floor, railing, ceiling, posts and trim. Feather edges and dull gloss by sanding. Rinse entire area with water. Let dry. Caulk all cracks. Spot prime and top coat with owner's choice of premixed acrylic latex. Lead based paint is present on most porch surfaces. Use Lead Safe Work Practices as described in Spec #9000 above.

3525.2	<b>GUARD RAIL – WOOD</b>	24	LF	15.00	360.00
	Dispose of any existing railing. Construct a preservative treated pine railing using 2" x 4" top and bottom rails, and 2" x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 4" x 4" end posts. Lead based paint is present on railing, column, wall, and posts. Use Lead Safe Work Practices as described in Spec #9000 above.				
3585.2	<b>TREAD REPLACEMENT – EXTERIOR</b>	3	EA	22.00	66.00
	Dispose of damaged tread. Install 1-5/8" preservative treated pine stepping stock with screw shank nails. Lead based paint is present on porch floor. Use Lead Safe Work Practices as described in Spec #9000 above.				
3875.2	<b>HOUSE NUMBER SET</b>	1	EA	42.00	42.00
	Install 3" high metal or PVC house numbers on a 1" x 4" pine backer board painted with two coats of exterior white latex paint on siding to right of the door. Lead based paint is present on siding. Use Lead Safe Work Practices as described in Spec #9000 above.				

## **FURNACE ROOM**

6050.1	<b>FURNACE &amp; DUCT – GAS: 80,000 BTU</b>	1	EA	4210.00	4210.00
	Install 80,000 BTU intermit. pilot, forced air furnace complete with plenum, insulated supply duct, galvanized return duct connected to wall registers, to service all rooms. Include setback thermostat, filter, fan, and plenum control. Connect thimble breaching to chimney per code. Provide separate power circuit & operating manual. System to maintain 70F indoor temp when outside temp is – 10F. Min AFUE rating of 86.				
5210.1	<b>DRYWALL – PATCH – LARGE</b>	36	SF	5.00	180.00

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

## KITCHEN

7595.2	RECEPTACLE – GFCI COUNTERTOP	3	EA	100.00	300.00
	Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using #14 copper romex. Fish wire and repair all tear out. Lead based paint is present on the wall. Use Lead Safe Work Practices as described in Spec #9000 above.				
7835.2	RANGE HOOD EXTERIOR VENTED	1	EA	275.00	275.00
	Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 somes. Attach hood cabinet with screws. Include metal vent and roof or wall cap/camper assembly, sunig #14 copper romex. Owner's choice of color. Lead based paint is present on the wall. Use Lead Safe Work Practices as described in Spec #9000 above.				
5490.2	PREP & PAINT WALLS – SEMI-GLOSS	520	SF	0.62	322.40
	Remove/cover hardware, fixtures, accessories not to be painted. Scrape loose, peeling, cracked, and blistered areas. Clean oil, grease, fungus, dirt, and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex primer. Top coat with owner's choice of premixed acrylic latex. Replace or uncover hardware, fixtures, and accessories. Lead based paint is present on the walls. Use Lead Safe Work Practices as described in Spec #9000 above.				

## BATH

9100.1	REMOVAL OF DUST LEAD HAZARD AND	1	EA	50.00	50.00
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**STABILIZATION (INTERIM CONTROLS)** An existing dust-lead hazard on the bathroom floor must be removed prior to any other rehabilitation activities in this room. This room must be carefully inspected and cleaned following HUD-specified cleaning protocols. As the area is prepared for replacement of the plumbing fixtures and repainting, lead-safe work practices must be used. All of the required procedures for control and containment of dust to this room must be used. Any work that will disturb these surfaces must be carried out by properly trained lead workers. Following preparation work, the lead-based paint coatings on the bathroom walls may be addressed by stabilizing the surfaces with new paint. This activity has the potential to create a high volume of lead-contaminated dust, and extra care must be taken by the contractor to limit and contain the dust generated.

4150.2	TUB END WALL	1	EA	228.00	228.00
	Frame a 2" x 4" wide partition at tub end for full ceiling height. Provide blocking for a showerhead fitting and a 2' x 2' access panel. Hang water resistant drywall, tape, and finish with 3 coats of compound. Use metal corner bead around access panel opening. Make stops for access panel of ½" BCX plywood with smooth, sanded edges. Lead based paint is present on the wall, baseboard, and shoe molding. Use Lead Safe Work Practices as described in Spec #9000 above.				
3680.2	TUB SURROUND – PREFAB	1	EA	265.00	265.00
	Install a white fiberglass or acrylic, 3 or 5 piece tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant, siliconized caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners. Lead based paint is present on the wall. Use Lead Safe Work Practices as described in Spec #9000 above.				
5560.2	PREP & PAINT BATHROOM WALLS	1	RM	120.00	120.00
	Remove/cover all hardware and fixtures not to be painted. Wet scrape all loose, cracked, peeling, blistered surfaces. Clean surfaces with household detergent. Fill all holes and cracks. Spot prime with acrylic latex. Apply top coat of owner's choice of premixed acrylic latex semi-gloss. Lead based paint is present on the walls. Use Lead Safe Work Practices as described in Spec #9000 above.				

5930.2	UNDERLAY AND VINYL TILE	36	SF	3.45	124.20
	Install 5/16" underlayment grade plywood using 7d screw shank or cement coated nails, 6" on center allowing a 1/4" gap at wall. Lay 12" x 12" x 1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color. Lead based paint is present on the baseboard and shoe molding. Use Lead Safe Work Practices as described in Spec #9000 above.				
6945.2	BATHTUB – 5' STEEL COMPLETE	1	EA	595.00	595.00
	Install a 5' white, enameled, formed steel, tub complete with lever operated pop up drain and overflow, PVC waste, molded base, metal two handle shower diverter, shower rod, and Delta 6122 shower head. Lead based paint is present on the wall. Use Lead Safe Work Practices as described in Spec #9000 above.				

**SOUTHWEST BEDROOM**

3260.2	REWORK INTERIOR DOOR –	1	EA	50.00	50.00
	ENTRANCE DOOR Rehang door. Adjust door and lockset to operate properly. If door rubs carpeting, trim bottom of door to clear carpeting. Lead based paint is present on door and casing. Use Lead Safe Work Practices as described in Spec #9000 above.				
5495.2	PREP & PAINT INTERIOR TRIM	1	RM	78.00	78.00
	Remove or cover hardware/surfaces not to be painted. Wet scrape loose, cracked, peeling and blistered paint from all trim including doors, sash, and radiators. Feather edges and dull gloss with wet sanding. Clean oil, grease, dirt, and dust from trim. Fill holes and caulk cracks. Spot prime. Apply one top coat of acrylic latex enamel. Finish type and color choice of owner. Lead based paint is present on the trim. Use Lead Safe Work Practices as described in Spec #9000 above.				

**MASTER BEDROOM**

4010.1	CLOSET POLE	1	EA	24.00	24.00
	Field measure and install 1-1/2" diameter wood closet pole and sockets.				
4015.1	CLOSET SHELF	3	LF	6.00	18.00

	Install 1" x 12" closet shelf of #2 grade pine or B/C plywood, from wall to wall, supported on three sides by hood strip. If more than 4' span, use center support bracket. If plywood, fill all cracks, holes and front edge cuts with putty, and sand smooth.				
2410.1	BASEBOARD – 1" x 4"	56	LF	2.10	117.60
	Install 1" x 4", #2 grade pine base with finish nails or tee headed brads.				
5235.1	LAMINATE 3/8" DRYWALL –	560	SF	1.25	700.00
	WALLS & CEILING Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint ready. Tape, 3 coat finish, and sand ready for paint.				
5565.1	PREP & PAINT BEDROOM	1	EA	150.00	150.00
	Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges and dull gloss surfaces with sandpaper. Clean all surfaces with household detergent. Spot prime and top coat trim, ceiling, walls, doors, and windows with owner's choice of premixed acrylic latex. Include any closets.				

## **EXHIBIT 14**

### **APPLICATION REJECTION LETTER SAMPLE**

Dear \_\_\_\_\_:

We regret to inform you that your application for rehabilitation assistance has not been approved for the reason(s) checked below:

- ☐ Over income limits
- ☐ Rehabilitation is not feasible due to structural condition
- ☐ Property ownership not properly recorded
- ☐ We do not have available funds to complete the project
- ☐ The house lies outside of the targeted area
- ☐ Although the house is eligible, the project did not rate high enough to receive funding.  
Enclosed please find a list of housing characteristics for our priority funding objectives.

If you have any questions regarding this decision, or you believe this determination to be in error, please contact me at \_\_\_\_\_.

Sincerely,

Housing Project Administrator

Cc: Mayor \_\_\_\_\_

Housing Board Chair \_\_\_\_\_

## **EXHIBIT 15**

### **HOMEOWNER AGREEMENT FOR IMPROVEMENTS**

Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

- 1) Agreed Upon Improvements as listed on the “Work Write-up.”
- 2) Conditions under which repairs are to be completed.
  - a) I understand that the City of \_\_\_\_\_ will make periodic and final inspections on the repairs to determine that they have been made in a manner pursuant to the city codes and contract requirements.
  - b) I understand that all repairs have been agreed upon by the Housing Rehabilitation Board and myself; I cannot request additional work to be done.
  - c) I will personally accept the judgement of the Project Administrator in the selection of materials to be used in the repair work.
  - d) I release the City of \_\_\_\_\_ from all liability and from all claims for damages that may arise from the performance of the work described in this agreement.

\_\_\_\_\_  
Housing Board Chair

\_\_\_\_\_  
Applicant

## **EXHIBIT 16**

### **REHABILITATION LOAN/GRANT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter "Owner," and the \_\_\_\_\_, HOUSING REHABILITATION BOARD, hereinafter called the "Board." In consideration of the mutual promises and agreements contained herein, the undersigned Owner and Board agree as follows:

1) The Owner shall comply with the following provisions:

a) Labor, Materials and Work write-up:

Select all contractors, labor, supervision, and services necessary to do the work specified in the "Work write-up" attached and made a part hereof for the total sum of \$\_\_\_\_\_.

b) Eligible Costs

The owner shall not be reimbursed for costs incurred prior to the date of this grant agreement, unless specifically approved in writing by the Board prior to this date. The owner shall ensure that all work is completed within \_\_\_\_\_ calendar days.

c) Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Owner and codes referred to and with all regulations, ordinances and laws of the City of \_\_\_\_\_, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

d) Insurance

Certificates of Insurance acceptable to the Board shall be filed with the Project Administrator for contractors selected by the owner prior to commencement of work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen- (15) day's prior written notice has been given to the Board.

e) Lead-Based Paint:

(1) The owner shall not use or contract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of activities funded with CDBG funds.

(2) The owner shall not use or contract with a contractor that uses the following methods to remove paint that is, or may be, lead-based paint:

i) Open flame burning or torching.

ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

iii) Abrasive blasting or sandblasting without HEPA local exhaust control.

- iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
- v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.
- vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

f) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

g) Contracts:

The owner shall not contract or subcontract any portion of this Agreement without written consent of the Board. The request for approval must be addressed to the Project Administrator, \_\_\_\_\_.

h) Subcontracts to City Officials:

Shall not contract any part of the work to be performed under this Agreement to any member, officer or employee of the City or its designees or agents, members of the governing body of said city, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program giving rise to this Agreement contract during his or her tenure or for one year thereafter.

i) Correction of Work:

The Owner and/or contractor selected by the owner shall promptly remove from the premises all work rejected by the Board for failure to comply with this Agreement, whether incorporated in the construction or not, and the Owner shall promptly replace and re-execute the work in accordance with this Agreement. The Owner and/or contractor selected by the owner shall bear the expense of making good all work destroyed or damaged by such removal or replacement.

j) Suspension of Work, Termination and Delay:

- (1) The Board may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Owner, by written notice to the Owner, which notice shall fix the date on which work shall be resumed. The Owner will resume that work on the date so fixed. The Owner will be allowed an increase in the loan amount or an extension of the time of completion, or both, directly attributable to any suspension.
- (2) After ten (10) days from delivery of a Written Notice to the Owner, the Board may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate this loan agreement. In such case, the Owner shall be paid for all work executed.

- (3) If, through no act or fault of the Owner, the Work is suspended for a period of more than ninety (90) days by the Board or under an order of court or other public authority, or the Board fails to act on any request for payment within (30) days after it is submitted, or the Board fails to recommend payment to the Owner substantially the sum approved by the Project Administrator or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Owner may, after ten (10) days from delivery of a written notice to the Project Administrator, terminate this Agreement and recover from the Board payment for all work executed and expenses sustained. In addition and in lieu of terminating the Agreement, if the Project Administrator has failed to act on a request for payment or if the Board has failed to make any payment as aforesaid, the Owner may upon ten (10) days written notice to the Board stop the work until he/she has been paid all amounts then due in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Agreement amount or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

k) Payments to Owner:

- (1) At least ten (10) days before any payment is to be requested, the Owner will submit to the Project Administrator a payment request filled out and signed by the Owner and any contractor selected by the owner, covering the work performed and supported by lien releases covering all supplies, labor and/or subcontractors used in the completing of the rehabilitation project. The Board may authorize a draw at 50% completion of the work, with 10% retainage withheld in emergency situations. However, normally the Board will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Owner.
- (2) Upon completion and acceptance of the work, the Project Administrator shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Loan Agreement documents. The entire balance found to be due the Owner, including the retained percentages, but except such sums as may be lawfully retained by the Board, shall be paid to the Owner, within thirty (30) days of completion and acceptance of the work, if the Owner has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

l) Acceptance of Final Payment as Release:

The acceptance by the Owner of final payment shall be and shall operate as a release to the Board of all claims and all liability to the Owner other than claims in stated amounts as may be specifically excepted by the Owner for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Owner from any obligations under the Loan Agreement.

m) Changes in the Work:

- (1) The Board or Project Administrator may, with the concurrence of the Owner, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Loan Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Board shall review and give final approval to all Change Orders.

(2) The Project Administrator, also, may, with the concurrence of the owner, at any time, by issuing a written Change Order, make changes in the details of the work. The Owner shall proceed with the performance of any changes in the work so ordered by the Project Administrator.

n) Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization:

(1) The Owner will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his/her efforts to the Board.

(2) The Owner shall ensure that all contracts for work completed will comply with and include the equal opportunity provisions of the CDBG program as administered by the Board. These shall include the equal opportunity provisions of Appendix 1, or Attachment A.

(3) The Owner shall comply with Executive Order 11063 as amended, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Section 109 of the Housing and Community Development Act of 1974. These provisions provide that the Owner shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, handicap, or familial status where the property is sold or rented, or where the owner provides financing to a person purchasing the dwelling assisted with this contract.

2) The Owner Shall:

a) Not permit or make any changes or additions to the plans and specifications without written approval of the Board.

b) Forgivable Loans are provided by the Housing Rehabilitation Board for rehabilitation activities. The loan does not require repayment if the homeowner retains the property for five (5) years after the final inspection. The loan becomes due and repayable only in the event that title to the property is transferred or the loan recipient vacates the property as his/her primary place of residence prior to the termination of five years from the date of the final inspection.

The repayment obligation is forgiven in stages over the five-year period, as outlined below:

<b>Time Period</b>	<b>% of \$ To Be Repaid</b>
Within one year	100
Within two years	80
Within three years	50
Within four years	30
Within five years	15
After five years	0

At the end of the fifth year, the loan is completely forgiven. The status of any repayment obligation, in cases of involuntary conversions, will be determined on a case-by-case basis by the city council after recommendation by the Housing Rehabilitation Board.

c) Abide by the terms of this Agreement and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

3) General Provisions

- a) This Agreement embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- b) The Owner agrees to take responsibility for the work required by this loan agreement and the Owner agrees that neither he/she nor the members of his/her family, his/her tenants, agents or employees will hinder the Project Administrator in carrying out HUD requirements and city codes and policies.
- c) No member, officer or employee of the City, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS AGREEMENT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____	_____
Board	Owner
_____	_____
By	Renter (if applicable)
_____	_____
Address	Address

## **EXHIBIT 17**

### **REHABILITATION CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "Contractor," \_\_\_\_\_, hereinafter called the "Owner." In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

1) The Contractor shall comply with the following provisions:

a) Labor, Materials and Work write-up: \_\_\_\_\_

Furnish all labor, materials, supervision, and services necessary to do the work specified in the "Work write-up" attached and made a part hereof for the total sum of \$\_\_\_\_\_.

b) Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within \_\_\_\_\_ calendar days thereafter.

c) Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of \_\_\_\_\_, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

d) Insurance

(1) The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

i) Claims under workers compensation, disability benefit and other similar employee benefit acts;

ii) Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

iv) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;

- v) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  - vi) Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.
- (2) Certificates of Insurance acceptable to the Owner shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Board.
  - (3) The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the City, at a minimum, in the amount of \$300,000.
  - (4) The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- e) Lead-Based Paint and Asbestos:
- (1) The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this contract.
  - (2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
    - i) The contractor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
    - ii) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.
    - iii) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHSA.
    - iv) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
    - v) Shall make proper facilities available for worker hygiene when entering or exiting a work area.
    - vi) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

vii) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and the Missouri Department of Health.

(3) The contractor shall not use following methods to remove paint that is, or may be, lead-based paint:

i) Open flame burning or torching.

ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

iii) Abrasive blasting or sandblasting without HEPA local exhaust control.

iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.

vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

(4) The contractor shall comply with the Missouri Air Conservation law, RsMo.643, sections 225-250, Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, and EPA regulations at 40 CFR Part 61 governing asbestos.

f) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

g) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up".

h) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the Owner, \_\_\_\_\_ . The Contractor is responsible for all work carried out by any subcontractor.

i) Subcontracts to City Officials:

Shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of \_\_\_\_\_ or its designees or agents, members of

the governing body of the City of \_\_\_\_\_, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

j) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the State of Missouri, City of \_\_\_\_\_, and Rehabilitation Board harmless should the contractor not return to correct defects covered under this warranty. The city will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

k) Correction of Work:

- (1) The Contractor shall promptly remove from the premises all work rejected by the Owner or agents of the City of \_\_\_\_\_ for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- (2) All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Board may remove such work and store materials at the expense of the Contractor.

l) Suspension of Work, Termination and Delay:

- (1) The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- (2) If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise

violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

- (3) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- (4) After ten (10) days from delivery of a Written Notice to the Contractor, the Board may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- (5) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within (30) days after it is submitted, or the Owner fails to recommend payment to the Contractor substantially the sum approved by the Owner or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.
- (6) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

m) Payments to Contractor:

- (1) At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors

used in the completing of the rehabilitation project. The Owner may authorize a draw at 50% completion of the work, with 10% retainage withheld in emergency situations. However, normally the Board will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.

- (2) Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
  - (3) The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
  - (4) Upon completion and acceptance of the work, the owner shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.
  - (5) The Contractor hereby identifies and saves the Owner or the Owner's agents, the City of \_\_\_\_\_ and the City of \_\_\_\_\_'s agents, and the Missouri Department of Economic Development or the Department of Economic Development's Agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.
  - (6) If the Owner fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- n) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection

with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

o) Changes in the Work:

- (1) The owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Owner shall review and give final approval to all Change Orders.
- (2) The Owner may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner.

p) Changes in Contract Price:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) Unit prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

q) Time for Completion and Liquidated Damages:

- (1) The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- (2) The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- (3) If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- (4) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Project Administrator.
  - i) To any preference, priority or allocation order duly issued by the Owner.

- ii) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - iii) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.
- r) Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
  - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(8) The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.

(9) For contracts in excess of \$10,000, equal opportunity provisions of "Attachment A" shall apply to this contract.

s) Training and Employment of Lower Income Residents of Project Area:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

2) The Owner Shall:

- a) Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- b) Cooperate with the contractor to facilitate the performance of the work, including the removal and replacements of rugs, coverings, and furnishings as necessary.
- c) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "Work Write-up" unless the "Work Write-up" specifically authorizes the owner to complete a specified item or supply specified materials.

3) General Provisions

- a) This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- b) The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and city codes and policies.

- c) No member, officer or employee of the City of \_\_\_\_\_ Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE  
APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

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Contractor

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Owner

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By

---

Renter (if applicable)

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Address

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Address

---

Telephone

---

Mayor or Authorized City Official, Housing  
Rehabilitation Program

## **EXHIBIT 18**

### **THREE PARTY REHABILITATION CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "Contractor"; \_\_\_\_\_, hereinafter called the "Owner"; and, the grantee \_\_\_\_\_, HOUSING REHABILITATION BOARD, hereinafter called the "Board." In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and Board agree as follows:

1) The Contractor shall comply with the following provisions:

a) Labor, Materials and Work write-up: \_\_\_\_\_

Furnish all labor, materials, supervision, and services necessary to do the work specified in the "Work write-up" attached and made a part hereof for the total sum of \$\_\_\_\_\_.

b) Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within \_\_\_\_\_ calendar days thereafter.

c) Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of \_\_\_\_\_, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

d) Insurance

(1) The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

i) Claims under workers compensation, disability benefit and other similar employee benefit acts;

ii) Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

iv) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;

- v) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  - vi) Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.
- (2) Certificates of Insurance acceptable to the Owner shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Board.
  - (3) The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the City, at a minimum, in the amount of \$300,000.
  - (4) The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- e) Lead-Based Paint and Asbestos:
- (1) The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this contract.
  - (2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
    - i) The contractor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
    - ii) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.
    - iii) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHSA.
    - iv) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
    - v) Shall make proper facilities available for worker hygiene when entering or exiting a work area.
    - vi) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- vii) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and the Missouri Department of Health.
- (3) The contractor shall not use following methods to remove paint that is, or may be, lead-based paint:
  - i) Open flame burning or torching.
  - ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
  - iii) Abrasive blasting or sandblasting without HEPA local exhaust control.
  - iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
  - v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.
  - vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.
- (4) The contractor shall comply with the Missouri Air Conservation law, RsMo.643, sections 225-250, Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, and EPA regulations at 40 CFR Part 61 governing asbestos.
- f) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
- g) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up".
- h) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the Owner, \_\_\_\_\_. The Contractor is responsible for all work carried out by any subcontractor.
- i) Subcontracts to City Officials:

Shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of \_\_\_\_\_ or its designees or agents, members of the governing body of the City of \_\_\_\_\_, and other public official

of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

j) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the State of Missouri, City of \_\_\_\_\_, and Rehabilitation Board harmless should the contractor not return to correct defects covered under this warranty. The city will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

k) Correction of Work:

- (1) The Contractor shall promptly remove from the premises all work rejected by the Board for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- (2) All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Board may remove such work and store materials at the expense of the Contractor.

l) Suspension of Work, Termination and Delay:

- (1) The Board may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- (2) If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Project Administrator, or if

he otherwise violates any provision of the Contract Documents, then the Board may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Board and owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

- (3) Where the Contractor's services have been so terminated by the Board, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Board due the Contractor will not release the Contractor from compliance with the Contract Documents.
- (4) After ten (10) days from delivery of a Written Notice to the Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- (5) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Board or under an order of court or other public authority, or the Board fails to act on any request for payment within (30) days after it is submitted, or the Board fails to recommend payment to the Contractor substantially the sum approved by the Project Administrator or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and Project Administrator, terminate the Contract and recover from the Board payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Project Administrator has failed to act on a request for payment or if the Board has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Board stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.
- (6) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Board to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Board.

m) Payments to Contractor:

- (1) At least ten (10) days before any payment is to be requested, the Contractor will submit to the Project Administrator a payment request filled out and signed by the Contractor

covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. The Board may authorize a draw at 50% completion of the work, with 10% retainage withheld in emergency situations. However, normally the Board will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.

- (2) Prior to substantial completion, the Owner, with the approval of the Project Administrator and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- (3) The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- (4) Upon completion and acceptance of the work, the Project Administrator shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be law- fully retained by the Board, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.
- (5) The Contractor hereby identifies and saves the Owner or the Owner's agents, the city or the city's agents, and the Missouri Department of Economic Development or the Department of Economic Development's Agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's or Board's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the board may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board shall be considered as a payment made under the contract documents by the Board to the Contractor, and the Board shall not be liable to the Contractor for any such payments made in good faith.
- (6) If the Board fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

n) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Board and Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

o) Changes in the Work:

- (1) The Board or Project Administrator may, with the concurrence of the owner, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Board shall review and give final approval to all Change Orders.
- (2) The Project Administrator, also, may, with the concurrence of the owner, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Administrator.

p) Changes in Contract Price:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) Unit prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

q) Time for Completion and Liquidated Damages:

- (1) The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- (2) The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Board that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- (3) If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Board, then the Contractor may be required to pay to the Board the

amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

- (4) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Board or Project Administrator.
  - i) To any preference, priority or allocation order duly issued by the Owner.
  - ii) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - iii) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.
- r) Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization:
  - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible

for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (8) The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Board.
- (9) For contracts in excess of \$10,000, equal opportunity provisions of "Attachment A" shall apply to this contract.
- (10) The Owner shall comply with Executive Order 11063 as amended, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Section 109 of the Housing and Community Development Act of 1974, as found in attached Appendix 1. These provisions provide that the Owner shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, handicap, or familial status where the property is sold or rented, or where the owner provides financing to a person purchasing the dwelling assisted with this contract.

s) Training and Employment of Lower Income Residents of Project Area:

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

2) The Owner Shall:

- a) Not permit or make any changes or additions to the plans and specifications without written approval of the Board.

- b) Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- c) Cooperate with the contractor to facilitate the performance of the work including the removal and replacements of rugs, coverings, and furnishings as necessary.
- d) Direct Payment Grants are provided by the Housing Rehabilitation Board for rehabilitation activities. The grant does not require repayment if the homeowner retains the property for five (5) years after the final inspection. The grant becomes due and repayable only in the event that title to the property is transferred or the grant recipient vacates the property as his/her primary place of residence prior to the termination of the five-year limitations. The repayment obligation is forgiven in stages over the five-year period, as outlined below:

<b>Time Period</b>	<b>% of \$ To Be Repaid</b>
Within one year	100
Within two years	80
Within three years	50
Within four years	30
Within five years	15
After five years	0

At the end of the fifth year, the grant is completely forgiven. The status of any repayment obligation, in cases of involuntary conversions, will be determined on a case-by-case basis by the city council after recommendation by the Housing Rehabilitation Board.

- e) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "Work Write-up" unless the "Work Write-up" specifically authorizes the owner to complete a specified item or supply specified materials.

### 3) General Provisions

- a) This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- b) The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work or the Project Administrator in carrying out HUD requirements and city codes and policies.
- c) No member, officer or employee of the Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

2005 Neighborhood Development Administrative Manual

Contractor	Owner
By	Renter (if applicable)
Address	Address
Telephone	Mayor or Authorized City Official, Housing Rehabilitation Program

## **EXHIBIT 19**

### **OWNER SELF HELP PERFORMANCE AGREEMENT**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Owner/General Contractor"); and \_\_\_\_\_ (the "City").

#### **WITNESSETH:**

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides funds (the "Funds") for rehabilitation in Federally Assisted Urban Renewal and Community Development Block Grant areas;

WHEREAS, Owner/General Contractor desires to use the benefits of said Act for the purpose of performing the work hereinafter described; and

WHEREAS, the City desires that such work be done and agrees to make certain the work is done in a workmanlike manner, within budget and on time;

NOW THEREFORE, in consideration of the agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE I**

##### **DESCRIPTION AND SCOPE OF WORK**

Owner/General Contractor shall perform or cause to be performed the work (the "Work") shown on the drawings (the "Drawings"), if any, and described in the specifications dated \_\_\_\_\_, items \_\_\_\_\_ through \_\_\_\_\_, attached hereto as EXHIBIT "A" on the property at \_\_\_\_\_ REPORT (EXHIBIT "B") attached hereto. Owner/General Contractor shall furnish or cause to be furnished all of the labor, materials, tools, equipment, construction equipment, and machinery to be used in the performance of the Work.

#### **ARTICLE II**

##### **TIME AND COMMENCEMENT AND COMPLETION**

The Work shall be commenced within \_\_\_\_\_ days after \_\_\_\_\_, 20\_\_\_\_, which date will constitute the Proceed Date. If the Work is not commenced within the period specified, the City, at the City's election, may terminate this Agreement by written notice to Owner/General Contractor. After commencement, Owner/General Contractor shall complete the Work within \_\_\_\_\_ days of the Proceed Date. (NOTE: Construction time not to exceed 180 calendar days.)

#### **ARTICLE III**

##### **TOTAL PRICE**

Owner/General Contractor has obtained subcontractor bids on certain elements of the Work and estimates of material costs to be used by the Owner/General Contractor for the balance of the Work,

and these total \_\_\_\_\_ (\$\_\_\_\_\_) for subcontractors and \_\_\_\_\_ (\$\_\_\_\_\_) for materials, a total overall cost of \_\_\_\_\_ (\$\_\_\_\_\_). The Owner shall provide the City a copy of all subcontracts to the City in a form acceptable to the City; such format shall be provided to the owner by the City.

#### **ARTICLE IV**

##### **PROGRESS PAYMENTS**

The Funds being made available for the Work will be held in escrow by the City, and will be disbursed by the City in accordance with this Agreement. The City shall make payments on account of the total price to Owner/General Contractor, as requisitions are submitted and in accordance with the construction agreement, approved by the City, but in no instance more often than once a month.

If the Work has been substantially completed but full completion is delayed through no fault of the Owner/General Contractor, Owner/General Contractor shall receive payment for no more than ninety percent (90%) of the value of the completed, inspected, and accepted Work as determined by the City, and the balance of the Funds for the Work shall remain in escrow for release upon full completion, inspection, and acceptance of the Work by the City. If Owner/General Contractor is unable to complete the Work in the time frame specified in ARTICLE II (as may be extended in accordance with this agreement) and after written notice, is unable to show within 30 days substantial and satisfactory progress, the City may at its sole discretion select an approved contractor to complete the Work. As the cost for completion of the Work by the selected contractor may exceed the balance of funds available, Owner/General Contractor shall be assessed this difference.

#### **ARTICLE V**

##### **ACCEPTANCE AND FINAL PAYMENT**

Final payment of the total price shall be due after completion of the Work, provided Owner/General Contractor has delivered to the City a complete release of all liens arising out of this Agreement or receipts evidencing payment in full of all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying all parties against such liens.

#### **ARTICLE VI**

##### **CHANGES IN THE WORK**

After this Agreement is executed by \_\_\_\_\_, any changes to the Specifications, if any, and the Drawings, if any, must be agreed upon in writing by Supervisor.

#### **ARTICLE VII**

##### **GENERAL CONDITIONS**

Owner/General Contractor. Owner/General Contractor shall supervise and direct the Work, using Owner/General Contractor's best skill and attention, and Owner/General Contractor shall be solely responsible for all construction, means, methods, techniques, sequences, and procedures and for coordination of all portions of this Work.

Governing Law. This Agreement shall be governed in accordance with the laws of the State of \_\_\_\_\_.

Successors and Assigns. The provisions of this Agreement shall inure to the benefit and be binding upon the parties hereto, and their respective heirs, representatives, successors, and assigns.

Time. All time limits stated in this Agreement are of the essence. If Owner/General Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, caused beyond Owner/General Contractor's control, or by any other cause which justifies the delay, then the time set for completion of this Contract, pursuant to ARTICLE II, shall be extended for periods of not more than thirty (30) days as agreed upon in writing by Owner/General Contractor and Supervisor.

Warranty. Owner/General Contractor warrants that for a period of one (1) year following completion of the Work, the Work will be of good quality, free from faults and defects.

Taxes, Permits, Fees, and Notices. Owner/General Contractor shall pay all sales, consumer, use, and other similar taxes which are legally in force during the time the work is carried out, and secure and pay for all permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work. Owner/General Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

Owner/General Contractor's Liability Insurance. Owner/General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property, other than the operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them.

Property Insurance. Owner/General Contractor shall purchase and maintain property insurance upon the work at the Property to the full insurable value thereof. This insurance shall protect the interests of Owner/General Contractor, subcontractor, and sub-subcontractors relating to the Work and shall insure against perils of fire and extended coverage and shall include "all risk" duplication of coverage, vandalism, theft, and malicious mischief. Any insured loss is to be adjusted with Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgage clause.

Equal Opportunity (Exhibit C). Equal Opportunity Provisions shall apply and is made a part of this Agreement if the sum to be charged for the work is Ten Thousand Dollars (\$10,000) or more.

Lead Based Paint. Owner/General Contractor shall, during the performance of the Work, eliminate any existing lead based paint hazards on applicable surfaces in the Work, in accordance with the Lead Based Paint Poisoning Prevention Act, as amended (42 USC Section 4801 et seq.) and the Department of Housing and Urban Development Lead Based Paint Regulations, as amended (24 CFR Part 35), promulgated pursuant hereto. Lead Based Paint Provisions indicated in Exhibit D shall apply as well.

Inspection. Owner/General Contractor shall permit the City, the State of Missouri, the US Government, or any of their designees or representatives to examine and inspect the Work.

Subcontractors. Owner/General Contractor shall be responsible for the acts and omissions of the subcontractors and their agents and employees, and other persons performing any of the Work under an agreement with Owner/General Contractor.

Conflict of Interest. No member or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement, proceeds of the loan being made to the Owner for the Work, or to any benefit to arise from the same. No officer, employee, or member of the City which exercises or functions or responsibilities in connection with this carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization.

- 1) The Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Owner/General Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Owner will comply with all provisions of Executive Order 11246 of September 25, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Owner's noncompliance with the nondiscrimination clauses of this Contractor or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
- 7) The Owner will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Owner/General Contractor will take such actions with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Owner/General Contractor becomes involved in or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the Department, the Owner/General Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 8) The Owner will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Board.
- 9) For contracts in excess of \$10,000, equal opportunity provisions of Attachment A shall apply to this contract.
- 10) The Owner shall comply with Executive Order 11063 as amended, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974 as in Appendix 1. These provisions provide that the Owner shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, handicap, or familial status where the property is sold or rented, or where the owner provides financing to a person purchasing the dwelling assisted with this contract.

Forgivable Loan Agreement. Direct payment grants are provided by the Housing Rehabilitation Board for rehabilitation activities. The grant does not require repayment if the homeowner retains the property for five (5) years after the final inspection. The grant becomes due and repayable only in the event that title to the property is transferred or the grant recipient vacates the property as he/his primary place of residence prior to the termination of the five-year limitations.

Repayment Provision: The repayment obligations is forgiven in stages over the five year period, as outlined below:

<b>Time Period</b>	<b>Percent of Funds to Be Repaid</b>
Within one year	100%
Within two years	80%
Within three years	50%
Within four years	30%
Within five years	15%
After five years	0%

At the end of the fifth year, the grant is completely forgiven. The status of any repayment obligation, in cases of involuntary conversions, will be determined on a case-by-case basis by the city council after recommendation by the Housing Rehabilitation Board.

Indemnification of the City. The Owner/General Contractor agrees to indemnify and forever hold and save harmless the City from any and all losses, costs, injuries, or damages of every kind, nature, or description arising under this Agreement or from any source, whatsoever, except any losses, costs, injuries, or damages resulting from the sole negligence of the City or its agents or employees.

Whole Agreement. The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties. This Agreement may be amended or modified only by a written instrument signed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

---

(Owner/General Contractor)

---

The City

---

(Witness)

---

(Witness)

---

(Date)

---

(Date)

## **Exhibit D: Lead Painted Surfaces to be Disturbed**

- 1) The Owner shall not use or subcontract to a contractor that uses lead based paint having more than 6/100 of 1% lead content by weight in the performance of this contract.
- 2) The Owner shall comply with the provisions of 29 CFR Part 1926 (OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
  - a) The Owner shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  - b) The Owner shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an eight hour period, then worker blood testing and monitoring requirements provided in OSHA shall apply.
  - c) The Owner shall provide person protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  - d) The Owner shall provide property containment of the work site and clean the work site not less than daily to contain lead dust.
  - e) The Owner shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - f) The Owner shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  - g) The Owner shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the owner shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and the Missouri Department of Health.
- 3) The Owner shall not use the following methods to remove paint that is, or may be, lead based paint:
  - a) Open flame burning or torching
  - b) Machine sanding or grinding without a high-efficiency particulate are (HEPA local exhaust control.
  - c) Abrasive blasting or sandblasting without HEPA local exhaust control.
  - d) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
  - e) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 feet of electric outlets, or when treating defective paint spots totaling no more than 2(two) square fee in one interior room or space, or totaling no more than 20 square feet on exterior surfaces.

- f) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

## **EXHIBIT 20**

### **BIDDER EQUAL OPPORTUNITY CERTIFICATION FORMS**

#### **Certification of Bidder** **Regarding Equal Employment Opportunity**

##### **INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

##### **CERTIFICATION BY BIDDER**

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
☐ YES    ☐ NO
- 2) Compliance reports were required to be filed in connection with such contract or subcontract.  
☐ YES    ☐ NO
- 3) Bidder has filed all compliance reports due under applicable instructions.  
☐ YES    ☐ NO
- 4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ YES    ☐ NO

NAME AND TITLE OF SIGNER (Please type) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**Certification Of Bidder Regarding Section 3**  
**And Segregated Facilities**

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Name of Prime Contractor

---

Project Name & Number

The undersigned hereby certifies that:

- 1) Section 3 provisions are included in the Contract
- 2) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- 3) No segregated facilities will be maintained.

---

Name & Title of Signer (Print or Type):

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Signature

---

Date

## **BIDDER**

### **Section 3 Plan Format**

If award is received, \_\_\_\_\_(name of contractor)\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of \_\_\_\_\_.

- 1) To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- 2) To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- 3) To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- 4) To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.)
- 5) To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- 6) To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- 7) To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- 8) To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- 9) To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
- 10) To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
- 11) If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hires and subcontractors utilized on this project.

As officers and representatives of \_\_\_\_\_,  
(Name of Bidder)

we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Table A****BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS**

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

**Section 3 Business Concern**

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Person Completing Form

Date

**Table B****BIDDER'S SECTION 3 ESTIMATED NEW HIRES**

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

**Section 3 Resident**

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

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Company

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Project Name

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Project Number

---

Person Completing Form

---

Date

**Table C****CONTRACTOR'S SECTION 3 NEW HIRES REPORT**

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

**Section 3 Resident**

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date

**Table D**

**CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT**

Project Number		Prime Contractor		Address		Contract Amount		Federal ID No.
Name of Subcontractor	Section 3 Business*	Address and Phone Number	Trade, Service, or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.	

\* Check if a Section 3 Business Concern

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project

Total Dollar Amount Awarded to Section 3 Businesses \$ \_\_\_\_\_

**CERTIFICATION BY PROPOSED SUBCONTRACTOR**  
**REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

**INSTRUCTIONS:**

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

\_\_\_\_\_

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ YES    ☐ NO

- 2) Compliance reports were required to be filed in connection with such contract or subcontract.

☐ YES    ☐ NO

- 3) Bidder has filed all compliance reports due under applicable instructions.

☐ YES    ☐ NO

- 4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES    ☐ NO

\_\_\_\_\_  
Name & Title of Signer (Print or Type):

\_\_\_\_\_

---

Signature

---

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR**  
**REGARDING SECTION 3 AND SEGREGATED FACILITIES**

Name of Sub Contractor \_\_\_\_\_

Project Name & Number \_\_\_\_\_

The undersigned hereby certifies that

- 1) Section 3 provisions are included in the Contract
- 2) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- 3) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

---

Name & Title of Signer (Print or Type):

---

Signature

---

Date

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination, rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 or September, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State of local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the

administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance have been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

B.2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.00)

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:  12.7	Goals for Female participation:  6.9
Insert Goals:	Insert goals for current year:

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of

the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

B.3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following.
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other area of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
  - q. Covered construction contractors performing contracts in geographical area where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through q). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontract as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications, and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate to pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

8.C. Certification of Non-segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, \*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certification in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\* Parking lots, drinking fountains, recreation, or entertainment areas.

8.D. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

The contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **Appendix 1**

### **SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS**

CDBG grantees must assure that all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color, religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 109, Housing and Community Development Act of 1974, as amended, provides that no person in the United States shall, on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

#### **Affirmative Action for Handicapped Workers**

- 1) The contractor will not discriminate against any employee or regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to

take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975 states that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Executive Order 11063, as amended, All departments and agencies are directed to take all action necessary and appropriate to prevent discrimination in housing and related facilities owner or operated by the Federal Government or provided with Federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices related to loans insured or guaranteed by the Federal Government.

## **EXHIBIT 21**

### **CHANGE ORDER SAMPLE**

Client # \_\_\_\_\_

Homeowner: \_\_\_\_\_ Contractor: \_\_\_\_\_

Property Address: \_\_\_\_\_

Rehabilitation Contract Dated \_\_\_\_\_, 20\_\_\_\_.

The following change(s) is/are authorized to the above identified Rehabilitation Contract:

Item	Original Cost	Description of Change	Increase/Decrease Cost	Reason for Change
<b>TOTAL</b>				

Initial Contract Amount: \_\_\_\_\_

Plus Previously Approved Change Orders: \_\_\_\_\_

Plus Change Order Requested: \_\_\_\_\_

Total New Contract Amount: \_\_\_\_\_

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Construction Advisor

\_\_\_\_\_  
Date



**EXHIBIT 22**

**GENERAL CONTRACTOR'S AFFIDAVIT, WARRANTY, &  
LIEN WAIVER SAMPLE**

City of \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct, alter, or repair an improvement on the above described property.

THAT the improvements on the subject property have been fully and satisfactorily completed in substantial conformity with the contract.

THAT all the materials used in said improvements, all labor performed thereon and all fees, industrial insurance and permits, in connection with the said improvements, which might give rise to liens on the within described property, have been paid in full.

Listed below are all subcontractors and major material men included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

Name of Subcontract or Material Man and Address:

\_\_\_\_\_

THAT the affiant hereby waives any lien or right to lien which he may have against the described property and warrants to save harmless the said Property Owner and the Office of Community Development of the City of \_\_\_\_\_ from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the Office of Community Development of the City of \_\_\_\_\_ and the Property Owner of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

**SUBCONTRACTOR'S OR MATERIAL MAN'S AFFIDAVIT,  
WARRANTY, & LIEN WAIVER SAMPLE**

City of \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

THAT I, the undersigned, do depose and say that I was employed to furnish labor or engaged to furnish materials for an improvement being situated on certain real estate in the County of \_\_\_\_\_, State of \_\_\_\_\_, as described above.

I hereby declare that I have been paid in full for my labor or the material supplied for said improvement and I waive any lien or right to lien against the described property. I warrant to save harmless the said Property Owner and the Office of Community Development of the City of \_\_\_\_\_ from any lien(s) which are now in existence or may hereafter arise by reason of said improvements.

Name of Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_